

CLERK OF THE SUPERIOR COURT
FILED01/17/2020 5:00pm
S. Mejia, Deputy**CANTOR LAW GROUP PLLC***Daniel Wilcox, Bar No. 032197*

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Email: d.wilcox@cantorlawgroup.com*Attorneys for Petitioner***COPY****SUPERIOR COURT OF ARIZONA****IN AND FOR THE COUNTY OF MARICOPA**

In re the Marriage of:

No. FN2018-053484

MICHAEL LEAL,**CONSENT DECREE OF
DISSOLUTION OF MARRIAGE**

Petitioner,

**(Non-Covenant Marriage)
(Without Minor Children)**

and

CAMMIE LEAL,

Respondent.

(Assigned to the Honorable Dawn Bergin)

The parties, **MICHAEL LEAL** (hereafter "Husband") and **CAMMIE LEAL** (hereafter "Wife"), submit this matter to the Court for entry of a Consent Decree of Dissolution of Marriage ("Decree") which complies with the Superior Court Domestic Relations Department Policy Statement Regarding Decrees or Orders. This Decree has been prepared for submission to the Court in accordance with Rules 45 and 69 of the *Arizona Rules of Family Law Procedure* without the need for trial, testimony or evidence. This Court has jurisdiction over the parties under the law. The provisions of this Decree are fair and equitable under the circumstances as to the division of property and debt.

Pursuant to Rule 45(B)(4), *Arizona Rules of Family Law Procedure*, each party, by
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FN2018-053484 LEAL V. LEAL: CONSENT DECREE


CL**cantor**
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1 his or her signature below, states and acknowledges the following:

- 2 (a) Each party agrees to proceed by consent;
- 3 (b) Each party believes no duress or coercion is involved;
- 4 (c) Each party believes that any division of property is fair and equitable;
- 5 (d) Each party understands that he or she:
- 6 (i) may retain or has retained legal counsel of his or her choice, and
- 7 (ii) is waiving the right to trial; *and*
- 8 (e) There are no protective orders in place in this matter.

9 **THE COURT FINDS AS FOLLOWS:**

10 1. This case has come before this Court for a final Decree of Dissolution of

11 Marriage. The Court has taken all testimony needed to enter a Decree or the Court has

12 determined testimony is not needed to enter the Decree.

13 2. The Court has jurisdiction over the parties under law, the provisions of this

14 Decree are fair and reasonable under the circumstances and the division of property and

15 debt is fair and equitable.

16 3. **90 Day Requirement.** At least one of the parties was domiciled in the State

17 of Arizona for a period of at least ninety (90) days immediately prior to the

18 commencement of this Dissolution of Marriage proceeding, and this Court has

19 jurisdiction over the subject matter and persons in this proceeding, pursuant to A.R.S. §

20 25-311.


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4. **Termination of Community.** By operation of law, the marital community is deemed to have terminated on December 11, 2018, when Wife was served with Husband's Petition for Dissolution of Marriage and supporting documents.

6. **Conciliation Court.** The conciliation provisions of A.R.S. § 25-381.09 *et seq.* either do not apply or have been met.

7. **Irretrievably Broken.** The marriage of the parties is irretrievably broken, with no reasonable prospect of reconciliation.

8. **Non-Covenant Marriage.** This marriage is not a covenant marriage.

9. **Minor Children.** The parties have no minor children in common and Wife is not pregnant.

10. **Domestic Violence.** Domestic Violence has not occurred in the marriage.

11. **Spousal Maintenance/Support.** That, to the extent the Court has jurisdiction to do so, the Court has considered, approved and made provisions for the maintenance of either spouse or the disposition of all community and jointly held liabilities, assets, and property. Neither party is entitled to or in need of an award of spousal maintenance in accordance with A.R.S. § 25-319.

12. **Community Property and Debt.** The parties have acquired joint, common, community and sole and separate property and debts. The parties have agreed to a division of community property and/or debt as evidenced by their signatures below.

THE COURT FURTHER FINDS that the parties knowingly, voluntarily and intelligently entered into the agreement. The parties have done so without duress or coercion, and they were fully informed as to the contents of the agreement. Accordingly,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. Marriage is Dissolved and Restoration of Name: That the marriage existing heretofore between the parties is dissolved and each is returned to the status of a single person. Wife's name shall not be changed.

2. **Spousal Maintenance/Support:** The Court finds that neither party is entitled to an award of spousal maintenance pursuant to A.R.S. § 25-319. The parties forever waive this issue in its entirety.

3. **Separate Property and Debt:** Any interest, property, or debt acquired before the marriage, inherited or acquired after December 11, 2018 is awarded to the owning party as their sole and separate property, together with any encumbrance(s) thereon without offset.

4. **Community Property and Debt:** The parties have acquired joint, common, community and sole and separate property and debts. The parties have agreed to a division of community property and/or debt as evidenced by their signatures below. The parties' agreements regarding property and debt are not unfair and are reasonable and equitable with respect to their division.

Each party shall indemnify and hold the other harmless from any and all debts designated as the responsibility of that party by the terms of the Decree of Dissolution of Marriage to be entered herein; and further, this is to be substantively relevant to, and an

1 integral part of, the equitable division of community property and debts of the parties
 2 effectuated by the Decree to be entered herein. Accordingly, all "hold harmless"
 3 provisions set forth in the Decree should be considered non-dischargeable pursuant to 11
 4 U.S.C.A. §523.

5 **A. Division of Assets:** The parties have community assets that shall be divided
 6 as follows:

7 **a. Real Property:**

8 i. **Marital Residence:** The marital residence located at 10225 West
 9 Marguerite Avenue, Tolleson, Arizona 85353 ("Marital Residence"), is
 10 community property. The legal description for said property is: Lot 398,
 11 Farmington Glen, According to the Plat of Record in the Office of the
 12 County Recorder of Maricopa County, Arizona, Recorded in Book 697
 13 of Maps, Page 16.

14 The Marital Residence shall be awarded to Wife and Wife shall assume
 15 responsibility for all encumbrances, liens, maintenances, taxes, and
 16 insurance due thereon and hold Husband free and harmless therefrom on
 17 the condition Wife can qualify for a refinance / VA loan assumption that
 18 releases Husband's VA loan. Wife shall provide proof that through the
 19 refinance / VA loan assumption process Husband's VA loan can be
 20 released. Wife shall refinance / assume the mortgage within ninety (90)
 21 days of executing this Decree.

22 If the VA rejects, for any reason, Wife's refinance / VA loan assumption
 23 or if the refinance / assumption process does not release Husband's VA
 loan, Wife shall have ninety (90) days from reject to find alternative
 lending and remove Husband's VA loan. If Wife cannot find alternative
 lending and cannot release Husband's VA loan, the Marital Residence
 shall be sold. The parties shall appoint a Special Real Estate
 Commissioner from the Court's roster to list and sell the Marital
 Residence. Husband and Wife shall cooperate completely with the
 Special Real Estate Commissioner regarding setting a list price and any
 recommended repairs. The Marital Residence shall remain for sale until
 it is sold and closes escrow. Wife shall be solely responsible for all
 expenses and costs associated with living in and maintaining the Marital



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Residence until it is sold and closes escrow. Upon the sale of the Marital Residence Wife shall be entitled to all equity.

b. Business:

- i. **TEAMLEAL LLC:** Husband is awarded the community business titled TEAMLEAL LLC located at 11201 N. Tatum Blvd., Ste. 300, #90198, Phoenix, Arizona 85028 as his sole and separate property with all assets and accounts therein. Husband shall be responsible for all encumbrances, liens, maintenances, taxes, and insurance due thereon and hold Wife free and harmless therefrom. Parties shall cooperate in executing any necessary organization documents to reflect this transfer of ownership and remove Wife's name from any and all asset and debt accounts. TEAMLEAL LLC accounts include but are not limited to the following:

1. Chase Business Checking, with account number ending in x6711.
2. Chase Business Savings, with account number ending in x8628.
3. PayPal account in name of TEAMLEAL LLC.
4. Edward Jones Profit Sharing, with account number ending in x2315.
5. Chase Business Credit Card, with account number ending in x9026.

c. Community Vehicles:

- i. **2018 Mercedes GLE:** Husband is awarded the 2018 Mercedes GLE and shall be responsible for all liens, encumbrances, and insurance thereon. Husband shall retain the motor vehicle as his sole and separate property and Husband will hold Wife free, harmless, and indemnified of any encumbrances, and liens thereon.
- ii. **2018 Mercedes E400C:** Husband is awarded the 2018 Mercedes E400C and shall be responsible for all liens, encumbrances, and insurance thereon. Husband shall retain the motor vehicle as his sole and separate property and Husband will hold Wife free, harmless, and indemnified of any encumbrances, and liens thereon.
- iii. Husband shall be entitled to immediate pick-up of the above vehicles from Wife. Husband shall provide Wife a 48 hour notice when he, or his agents, will pick-up the vehicles.

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2 **d. Retirement Accounts:**

3 i. Each party shall be awarded any and all retirement, 401K, IRA,
4 pension, and investment accounts in their own name as their sole and
5 separate property. Wife does have any retirement accounts in her
6 name. Husband's accounts include but are not limited to the
7 following:

- 8
9
10 1. USAA Brokerage, with account number ending in x7566.
11 2. Thrift Savings Plan, with account number ending in x4283.

12 **e. Bank Accounts:** The parties have joint and separate bank accounts that
13 shall be divided as follows:

14 i. Husband shall be awarded and receive as his sole and separate
15 property the following accounts and funds:

- 16 1. All cash and uncashed checks in Husband's possession or
17 under his control.
18 2. All funds deposited in bank checking, savings or other
19 financial institution accounts in his sole name. These accounts
20 include but are not limited to the following:

- 21 1. USAA Bank Checking with account number ending in
22 x4679.
23 2. USAA Bank Savings with account number ending in
x4652.

ii. Wife shall be awarded and receive as her sole and separate property
the following accounts and funds:

1. All cash and uncashed checks in Wife's possession or under
her control.
2. All funds deposited in bank checking, savings or other
financial institution accounts in her sole name. These
accounts include but are not limited to the following:

1. Chase Bank Checking with account number ending in
x8399.

2. USAA Bank Checking with account number ending in x9455.

iii. The parties have the following joint bank accounts that shall be closed if not already closed:

1. USAA Bank Joint Checking with account number ending in x8721.

2. USAA Bank Joint Savings with account number ending in x0091.

f. Personal Property:

i. Husband shall be awarded and receive as his sole and separate property the following household and personal property:

1. The following firearms, cases, and accessories:

1. Glock .45 caliber handgun.

2. Custom AR-300 Blackout assault rifle.

3. Custom AR-15 14.5 inch barrel assault rifle.

4. Custom AR-15 26 inch barrel assault pistol.

5. Custom AR-15 with tactical light assault rifle.

6. Pelican gun case with the word "Champ" on it.

7. Wooden gun case with the US Ranger's logo on it.

2. Husband's CPAP machine and any other items in the above mentioned vehicles.

3. All household and personal property current in his possession.

ii. Wife shall be awarded and receive as her sole and separate property the following household and personal property:

1. The following firearm:

1. Heckler and Koch P30 9 millimeter handgun.

2. The community pets.

3. All remaining household and personal property in the Marital Residence currently in her possession not specifically awarded to Husband.

iii. Husband shall be entitled to immediate pick-up the household and personal property awarded to him at the same time he retrieves the vehicles.

iv. The parties shall cooperate transferring gun ownership and/or registration in their sole names in accordance with local law and regulation, if any.

g. **Life Insurance Policies:** Each party shall be award any and all life insurance policies in their sole and separate names without offset.

B. **Division of Debts:** The parties have community debts that shall be divided

as follows:

a. **Debts to Husband:** Except as otherwise set forth herein, Husband shall assume, pay, keep in good standing, and shall indemnify and hold Wife harmless from the following debts and obligations:

i. Any unpaid charges, debts, or obligations Husband incurred after the date of service not otherwise addressed in this Decree.

ii. All liens, encumbrances and other liabilities and obligations with respect to all property and assets awarded to Husband or confirmed as his separate property.

iii. Unless as otherwise set forth herein, any financial obligations which exist exclusively in Husband's name.

iv. Husband shall be awarded and be solely financially responsible for the following community credit card debt accounts in his sole name and other liabilities, subject to equalization discussed below:

1. Chase Credit Card with account number ending in x0523.



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2. Chase Credit Card with account number ending in x3714.
3. Chase Credit Card with account number ending in x3411.
4. Chase Credit Card with account number ending in x5829.

b. Debts to Wife: Except as otherwise set forth herein, Wife shall assume, pay, keep in good standing, and shall indemnify and hold Husband harmless from the following debts and obligations:

- i. Any unpaid charges, debts, or obligations Wife incurred after the date of service not otherwise addressed in this Decree.
- ii. All liens, encumbrances and other liabilities and obligations with respect to all property and assets awarded to Wife or confirmed as her separate property.
- iii. Unless as otherwise set forth herein, any financial obligations which exist exclusively in Wife's name.
- iv. Wife shall be awarded and be solely financially responsible for the following community credit card debt accounts in her sole name and other liabilities, subject to equalization discussed below:

1. American Express Credit Card with account number ending in x1001.
2. American Express Credit Card with account number ending in x1002.
3. American Express Credit Card with account number ending in x1009.

c. Joint Debt Accounts: The parties have the following joint debt accounts that shall be closed, if not already closed, and have been paid. Any remaining liabilities, not already paid shall be equally divided:

- i. American Express Credit Card with account number ending in x2004.
- ii. American Express Credit Card with account number ending in x3009.

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2 iii. American Express Credit Card with account number ending in
3 x83002.

4 **5. Equalization Payment:** Husband is awarded an equalization payment in
5 the amount \$40,000.00 payable by Wife as his sole and separate property to accomplish a
6 fair and equitable division of assets and debts herein and to settle all claims arising out of
7 the parties' marriage. Wife has completed this equalization payment by transferring the
8 funds to Husband on October 16, 2019. Wife is not entitled to an equalization payment.
9 The parties forever waive all other claims for offsets or reimbursements.

10 **6. After Discovered Assets:** The parties agree that they have fully disclosed
11 all property and assets in which they hold any interest. Any community assets not
12 specifically listed and divided herein shall be divided equally. If additional community
13 assets are discovered to have been concealed by the other party, such undisclosed assets
14 shall be divided equally between the parties and held as tenants-in-common pursuant to
15 A.R.S. § 25-319(B). The parties recognize that this decree only disposes of property that
16 is known to and disclosed by both parties.

17 **7. After Discovered Debts:** Any community debts not specifically listed and
18 divided herein or later discovered to have been concealed by the other shall be the sole
19 responsibility of party who incurred the debt and shall hold the other party harmless
20 thereon.

21 **8. Community Expenses Incurred Following Service of Petition for**
22 **Dissolution:** The parties agree that, unless otherwise stated, the expenses incurred and/or
23 paid by either party during the period of time since the Petition for Dissolution of Marriage

1 was served on Respondent to the date of this Consent Decree is issued will be treated as
 2 each party's respective sole and separate expenses as such expenses did not benefit the
 3 community.

4 **9. Attorneys' Fees:** Each party shall pay their own attorneys' fees and costs
 5 and expenses incurred in connection with this dissolution proceeding and shall hold the
 6 other harmless therefrom.

7 **10. Non-Disparagement:** The parties agree that at no time shall the parties
 8 make any statements to disparage, defame, sully or compromise the goodwill, name,
 9 brand, or reputation of the former spouse or the former spouse's business in any manner
 10 and on any platform including, but not limited to, any social media platform. A party who
 11 fails to comply with this provision, shall reimburse the aggrieved party for court costs and
 12 attorney fees incurred by that party to force compliance with this section and is subject to
 13 appropriate legal sanctions including but not limited to a monetary penalty in an amount
 14 to be determined by the Court.

15 **11. Effect of Decree:** This Decree of Dissolution will be deemed a sufficient
 16 deed, conveyance, assignment, transfer and/or bill of sale of any and all right, title, claim
 17 and demand of every nature covered by this Decree. It is further ordered this document
 18 may be filed and/or recorded as a valid instrument.

19 The parties shall make, execute, and/or deliver all additional instruments and
 20 writings necessary or proper to effectuate the provisions of this Decree. However, in the
 21 event that a party does not do so, the Court, upon application by either party, may appoint
 22 a Deputy Clerk from the Maricopa County Superior Court to execute any document

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1 necessary to effectuate this Decree. Nevertheless, this document shall constitute a
 2 sufficient assignment, conveyance, and transfer of all rights, titles, and interests covered
 3 in this Decree. These instruments include, but are not limited to, Quit Claim Deeds,
 4 vehicle titles, listing agreements, real estate sales agreements, and the like. It is further
 5 agreed that this document may be filed and/or recorded as a valid instrument. Should
 6 either party fail to execute the necessary documents, the Decree is self-executing and shall
 7 operate as an actual grant, assignment, conveyance, and transfer of title, both legal and
 8 equitable, with such force and effect as a separate instrument would have.

9 The parties have agreed upon an equitable division of their community property,
 10 which shall be considered a transfer incident to divorce, which is a non-taxable event
 11 under the current federal and state tax laws, including without limitation, § 1041 of the
 12 Internal Revenue Code. Neither party shall treat the division of property pursuant to this
 13 Consent Decree of Dissolution as a sale: as giving rise to gain or loss for federal or state
 14 income tax purposes; or, as entitling either party to adjust his/her tax basis for federal or
 15 state income tax purposes of any property retained, received, transferred or divided
 16 pursuant to this Consent Decree of Dissolution. Should either party violate the provisions
 17 of this paragraph and thereby cause federal or state tax liability to the other party, the party
 18 causing the liability shall indemnify and hold the other party harmless on account of the
 19 liability.

20 Notwithstanding the allocation of debts and obligations set forth in this Decree,
 21 each party may continue to bear ultimate liability with respect to any third-party creditor.

22 The parties must understand that this Decree can affect their respective rights and duties

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1 to the other with respect to debts and obligations, but that it can in no way adversely affect
 2 or alter the rights of the third-party creditors in the absence of independent action by such
 3 third-party creditors.

4 The parties hereby acknowledge their understanding that there may be certain tax
 5 consequences pertaining to this Agreement; that each Party is or has been advised to
 6 obtain independent tax advice from a qualified tax accountant or tax counsel prior to
 7 signing this Agreement; and that he or she has not received or relied upon any qualified
 8 tax advice from his or her respective counsel identified above, as applicable, with respect
 9 to this Dissolution Action or this Agreement.

10 **12. Taxes:** For tax year 2018, the parties will work together in consulting with
 11 their accountant(s) to complete and amend, if necessary, their 2018 taxes to account for
 12 all income earned. The parties shall be equally responsible for any 2018 tax liability and
 13 equally divide any refund.

14 For tax year 2019, the parties will file separate tax returns. Wife is awarded the
 15 accrued interest deduction for the Marital Residence. Each party shall be individually
 16 responsible for any individual 2019 tax liability and retain any refund as their sole and
 17 separate property.

18 In the event of an audit or assessment, the parties shall cooperate with one another
 19 for all years in which the parties were married and filed joint returns. The parties further
 20 agree to fully cooperate with each other in signing all necessary forms in order to
 21 effectuate protests or appeals. The parties hereto agree that each will immediately forward
 22 to the other, a copy of any deficiency notice or other correspondence received by either

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1 of them from the Internal Revenue Service, State or Local taxing authority concerning
 2 any tax year for which a joint return has been filed. Each party shall execute any and all
 3 documents that may require his or her signature for the purpose of effecting all of the
 4 terms and conditions of these taxation provisions so as to give full force and effect to this
 5 Section and related Sections herein.

6 **13. Advice of Counsel:** Both parties affirm they have read this entire
 7 Agreement, and have either been fully advised by counsel of their own choosing of the
 8 importance and legal effect of all agreements contained in this Agreement, or have had
 9 adequate opportunity to do so. THE PARTIES ACKNOWLEDGE THAT DANIEL J.
 10 WILCOX ON BEHALF OF HUSBAND AND SHAWNNA R. RIGGERS ON BEHALF
 11 OF WIFE HAVE NOT PROVIDED ADVICE WITH REGARD TO ANY TAX
 12 CONSEQUENCES TO EITHER PARTY AND THAT EACH PARTY HAS HAD THE
 13 OPPORTUNITY TO SEEK SUCH ADVICE FROM AN ACCOUNTANT OR TAX
 14 EXPERT OF HIS OR HER CHOOSING PRIOR TO ENTERING INTO THIS
 15 AGREEMENT.

16 **14. Modifications/Changes.** Any changes in the terms and conditions of this
 17 Agreement, to be effective, shall be in writing executed by both parties, or by their
 18 designated counsel, and shall become a part of this original Agreement and approved by
 19 the Court.

20 **15. Acknowledgment by Parties.** Each party represents and acknowledges
 21 that, prior to executing this Agreement, he or she has carefully read each and every word
 22 contained in this Agreement and fully understands all of its terms and provisions, and the



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1 legal, financial, tax and practical consequences resultant for his or her execution of the
 2 same. Based upon such understanding, each party believes that this Agreement is fair and
 3 equitable in all respects and each party executes this Agreement freely and voluntarily.
 4 Moreover, each of the parties understands, expects and consents that upon any review of
 5 this Agreement by any Court of competent jurisdiction, said Court will make an
 6 affirmative finding that this Agreement is not unfair or inequitable, all in accordance with
 7 the provision of A.R.S. § 25-317.

8 **16. Final Appealable Order.** Pursuant to Rule ^{78(c)}~~78~~, *Arizona Rules of Family*
 9 *Law Procedure*, this final judgment/decree is settled, approved and signed by the Court
 10 and shall be entered by the Clerk.

11
 12 **DONE IN OPEN COURT** this date: 01/16/2020

13
 14 Judge Dawn M. Bergin

15 Honorable Dawn Bergin
 16 Maricopa County Superior Court
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APPROVED AS TO FORM AND CONTENT:

By signing this document and subscribing and swearing to same (or affirming to same) before a Notary Public, both parties affirm that the information is true and correct, including:

1. NON-COVENANT MARRIAGE. We do not have a covenant marriage.
2. RIGHT TO TRIAL WAIVED. I understand that by signing this Consent Decree, I am waiving my right to a trial before a judge.
3. NO DURESS OR COERCION. COMPLETE AGREEMENT. I am not under any force, threats, duress, coercion, or undue influence from anyone, including the other party, to sign this Consent Decree. This Decree with attachments that I have signed is our full agreement. I have not agreed to something different from what is stated in writing in the Decree.
4. LEGAL ADVICE. I understand that even if I am representing myself without an attorney, I have the right to be represented by an attorney. I have the right to call an attorney and get legal advice before I sign this Consent Decree.
5. IRRETRIEVABLY BROKEN MARRIAGE. I agree that our marriage is irretrievably broken. There is no reasonable prospect of reconciliation.
6. DIVISION OF PROPERTY. The agreement about division of property and debts is fair and equitable.

SIGNATURE BY PARTIES. Everything stated in this Agreement is true and correct to the best of our knowledge, information and belief.


MICHAEL LEAL
Petitioner

1/8/2020
Date


CAMMIE LEAL
Respondent

1/2/20
Date

[SIGNATURES NOTARIZED ON FOLLOWING PAGE]

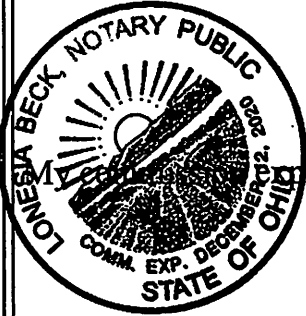

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FN2018-053484 LEAL V. LEAL: CONSENT DECREE


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STATE OF ARIZONA)

County of Maricopa)

) State of Ohio
) ss.
) County of HamiltonSUBSCRIBED AND SWORN before me this 8th day of January, 2020, by
MICHAEL LEAL.

Louise Beck
NOTARY PUBLIC

My commission expires: December 12, 2020

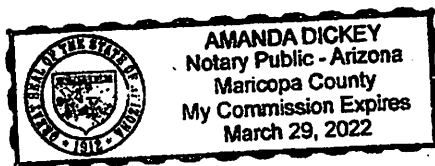
STATE OF ARIZONA)

County of Maricopa)

) ss.
)SUBSCRIBED AND SWORN before me this 2nd day of January, 2020, by
Cammie Leal.

Amanda Dickey
NOTARY PUBLIC

My commission expires:



Description of document this notarial certificate is being attached to:

Type/Title	Consent Decree of Dissolution of Non-Covenant Marriage Without Minor Children
Date Document Signed	
Number of Pages	<u>19</u> including this notarial page, but not including attachments.
Add'l Signers (other than those named in the notarial certificate.)	Attorney(s)

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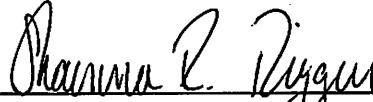
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1 **APPROVED AS TO FORM:**

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4 
Daniel J. Wilcox, Esq.

CANTOR LAW GROUP PLLC

5 *Attorneys for Petitioner*

6
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Shawwna R. Riggers, Esq.

8 **ARIZONA FAMILY LAW ATTORNEYS**

9 *Attorneys for Respondent*



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